

Atty Doc. No. 0487651/277090

ASSIGNMENT

1. The undersigned inventor(s) (hereinafter "Assignor") has invented certain new and useful improvements described in the patent application identified below. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns and transfers to Dey, L.P., 2751 Napa Valley Drive, Napa, CA 94558, its successors, legal representatives, and assigns (hereinafter "Assignee"), my/our entire right, title and interest in:

A. Assignor's non-provisional patent application entitled:

"Inhalable Formulations For Treating Pulmonary Hypertension And Methods Of Using The Same"

Serial Number: 10/609,233

Filed: 06/27/03

- B. Any and all inventions described in said application, including any provisional or non-provisional applications relating thereto, including, but not limited to: any divisionals, continuations, continuations-in part, renewals, and substitute applications that may be filed in the U.S.;
- C. Any and all patents that may be granted on the foregoing applications and all reissues, reexaminations or extensions thereof;
- D. Any and all improvements on or relating to said inventions, which Assignor has invented or will invent in the future; and
- E. Any and all rights outside the U.S. under the foregoing applications and inventions, including: (1) The right to file any patent application for said inventions anywhere in the world; (2) The entire right, title and interest in such foreign applications and any patents issuing therefrom; (3) The right to claim priority of the above-referenced U.S. application for any applicable foreign application under the International Convention or any other treaty.

2. Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all such patents for the foregoing applications to Assignee, as assignee of the whole right, title and interest thereto.

3. Assignor warrants that, to the best of his/her knowledge, the rights and properties conveyed herein are free and clear of any encumbrances. Assignee shall enjoy the rights and benefits of any of the foregoing inventions, applications, and patents for its own use as fully and entirely as the Assignor would have enjoyed them had this assignment and sale not been made, including the full right of the Assignee to convey such rights to another.

4. Assignor agrees on his/her own behalf, and on behalf of his/her heirs, legal representatives, administrators, and assigns, at any time upon request by Assignee, to:

A. Communicate to Assignee all facts relating to the foregoing inventions and the history thereof;

B. Execute and deliver all papers and perform all acts which may be necessary, desirable, or convenient to secure, maintain, and enforce any patent for said inventions in any country. If Assignor is not employed or otherwise retained by Assignee at the time such activities are required, the Assignee will compensate the Assignor for his or her time in performing these acts based on the daily rate Assignor received from Assignee when employed or retained by Assignee; and

C. Execute and deliver any paper that the Assignee believes is necessary or desirable to vest the rights and properties conveyed herein or intended to be conveyed in the Assignee or its nominees.

Assignor(s):

IA. Chandry
Imtiaz Chaudry, Ph.D

4/22/04
Date

Qasim Qasim
Witness

4/22/04
Date